

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Green River District, Price Field Office

125 South 600 West

Price, UT 84501

<http://www.blm.gov/ut/st/en/fo/price.html>



51015/0093
wayne

IN REPLY REFER TO:

3809/3602

(LLUTGO2000)

UTU- 79570

JUN 05 2014

RECEIVED
JUN 06 2014
DIV. OF OIL, GAS & MINING

CERTIFIED MAIL-7011-2970-0002-9837
RETURN RECEIPT REQUESTED

Jerome L. Bown, President
Bown Stone Products Inc.
P.O. Box 27
Manti, Utah 84642

DECISION

43 CFR 3809 - Surface Management
Plan of Operations: UTU-79570
Disbursement of Escrow Account

**Disbursement of Monies in the Escrow Account Ordered,
Mining Claims UMC 380317 and UMC 398550,
Bown Stone Products, Desert Sienna Quarry, Emery County, Utah**

On April 29, 2009, the Price Field Office approved a plan of operations, UTU-79570, for mining on the Desert Sienna and Desert Sienna # 3 mining claims, UMC 380317 and UMC 398550, respectively. The mineral involved in the operations is building stone, which the Bureau of Land Management (BLM) maintains is a common variety mineral under the regulations at 43 CFR 3830.12. However, because you claimed that the subject building stone is not a common variety material and is locatable, BLM approved the plan of operations on an interim basis as provided by 43 CFR 3809.101(b). As part of that approval, and as provided by 43 CFR 3809.101(b)(3), BLM agreed to allow you to establish an escrow account pursuant to an escrow agreement, which was executed and made effective on June 5, 2008. The escrow agreement required payment of \$12.00 per ton for the removal of any stone from the subject mining claims. A copy of the escrow agreement is enclosed (Enclosure 1).

On June 20, 2012, during a 3809 compliance inspection, BLM observed operations within the project area to involve only re-contouring necessary for reclamation. No active mining was taking place.

On September 10, 2012, consistent with 43 CFR 3809.101(b), BLM notified the claimants of record, including you, that a mineral examination of the subject claims would be initiated on September 25, 2012. A copy of the notification letter for the mineral examination is enclosed (Enclosure 2). In the notification

letter, you were requested to provide information about the mineral deposit on the claims to BLM that would demonstrate that the mineral is locatable and therefore subject to the mining laws, as required at 43 CFR 3809.2(e). You did not respond.

On September 25, 2012, at the initiation of the examination at the claims, you were again requested to provide detailed information on characteristics of the stone and its market value. You stated that you would provide the requested information. However, although you indicated intent to resume mining, you have never provided the requested information and BLM has no evidence that you continued mining under the plan of operations.

On November 27, 2013, the BLM State Office issued a decision finding that neither the annual maintenance fees nor waiver certifications for the two involved mining claims had been filed with that office by September 1, 2013, pursuant to the regulations at 43 CFR 3830, 3834, and 3835. A copy of that decision is enclosed (Enclosure 3). The decision declared the claims forfeited for failure to make the required annual filing as of September 1, 2013. The decision provided you the opportunity to file an appeal of that decision, and BLM has no record of you attempting to appeal that decision.

On January 1, 2014, pursuant to your request to BLM and the Division of Oil Gas and Mining, Minerals Reclamation Program, the bond held for reclamation of this operation was reduced from \$20,700 to \$6,000. The remaining bond of \$6,000 will be held until re-vegetation of the site is found to be acceptable.

On April 3, 2014, during another compliance inspection, BLM observed no operations in the subject area. All equipment had been removed, and the area had been completely re-contoured and reseeded, although not fully re-vegetated.

Disbursement of Funds in the Escrow Account Ordered

Based on the circumstances described above, BLM concludes that you have permanently ceased operations and have no intent to continue mining. Consequently, as further explained below, the escrow agreement is deemed terminated, and BLM demands that you direct the escrow holder to disburse immediately all escrowed monies and the interest collected thereon to BLM.

As recited in paragraphs B, C, and E of the escrow agreement, the agreement was predicated on your maintenance of the subject mining claims and intent to conduct operations on the claims under the mining laws pending the outcome of the mineral examination. Because of your actions effectively abandoning the subject mining claims, ceasing operations, and reclaiming the site, as well as failing to provide BLM with any information to support an assertion that the mineral materials removed are an uncommon variety, BLM has no basis by which to continue the mineral examination to evaluate your uncommon variety assertion. Without any evidence to the contrary, BLM concludes that the mineral materials you have removed are a common variety under the Materials Act of 1947 (30 USC 601), the Common Varieties Act (30 USC 611), and the regulations 43 CFR 3600, Mineral Materials Disposal.

Thus, BLM is entitled to disbursement of all funds in the escrow account. Payment shall be delivered to the BLM Price Field Office, 125 South 600 West, Price, Utah 84501, within 30 business days of the date of receipt of this decision. If payment is not received by that time, BLM will seek all available remedies, including treating the amount owed as debt under the Federal Debt Collection Act and referring the debt for collection.

Appeal of the Decision

If you do not agree and are adversely affected by this decision, in accordance with 43 CFR 3809.804, you may request that the Utah BLM State Director review this decision. If you request a State Director review, the request must be received in the Utah BLM State Office, 440 West 200 South, Suite 500, Salt Lake City, Utah 84101-1345, no later than 30 calendar days after you receive this decision. A copy of the request must also be sent to this BLM field office. The request must be in accordance with the provisions provided in 43 CFR 3809.805. If a State Director review is requested, this decision will remain in effect while the State Director review is pending, unless a stay is granted by the State Director. Standards for obtaining a stay are given below. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

If the State Director does not make a decision on your request for review of this decision within 21 days of BLM's receipt of the request, you should consider the request declined and you may appeal this decision to the Interior Board of Land Appeals (IBLA). You may contact the Utah BLM State Office to determine when BLM received the request for State Director Review. You have 30 days from the end of the 21 day period in which to file your notice of appeal with the IBLA (see procedures below).

If you wish to bypass a State Director review, this decision may be appealed directly to the IBLA in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this BLM field office within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulations 43 CFR 4.21 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the IBLA, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of this notice of appeal and petition for a stay must also be submitted to each party named in the decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

1. The relative harm to the parties if the stay is granted or denied,
2. The likelihood of the appellant's success on the merits,
3. The likelihood of immediate and irreparable harm if the stay is not granted, and
4. Whether the public interest favors granting the stay.

If you have any question, please contact Chris Conrad at 435-636-3612.

Sincerely,



Ahmed Mohsen
Acting Field Manager

Enclosures:

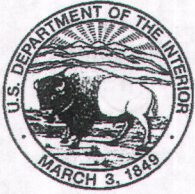
1. Agreement to Establish Escrow Between Bown Stone Products, Inc., and the Bureau of Land Management , June 5, 2008 (4 p.)
2. Notification of a Mineral Examination of Unpatented Mining Claims Involving a Possible Common Variety Mineral, September 10, 2012 (4 p.)
3. Mining Claim(s)/Site(s) Declared Forfeited, November 27, 2013 (4 p.)

cc: Wayne Western
Utah Division of Oil, Gas, and Mining
1594 West North Temple, Suite 1210, Box 145801
Salt Lake City, UT 84114-5801

Matthew C. Bown
954 East 960 South
Ephraim, UT 84627-1650

Danny L. Bown
595 East 600 South,
Manti, UT 84642-1746

Jerome L. Bown
P.O Box 224
Manti, UT 84642-1746



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office
440 West 200 South
Salt Lake City, Utah 84101
<http://www.blm.gov/utah/price/>



In Reply Refer to
3809
(UT-923, UT-070)
UTU-79570

RECEIVED
JUN 06 2014
DIV. OF OIL, GAS & MINING

AGREEMENT TO ESTABLISH ESCROW BETWEEN BOWN STONE PRODUCTS, INC., AND THE BUREAU OF LAND MANAGEMENT

Bown Stone Products, Inc., Danny L. Bown, Jerome L. Bown, and Matthew C. Bown (collectively "Claimant"), and the Bureau of Land Management (BLM) hereby enter into the following Agreement:

RECITALS:

- A. The following described lands (Subject Lands), public lands of the United States administered by BLM, are subject to mining claims held by Claimant pursuant to the mining laws. The name of the mining claims subject to this Agreement are Desert Sienna and Desert Sienna #3. The associated UMC numbers are 380317 and 398550. The legal description of the mining claims are given below:

Placer mining claim UMC 380317 is located in Lot 4, Sec. 5 and Lot 1, Sec. 6, Township 21 South, Range 8 East and placer mining claim UMC 398550 encompasses Lot 5 (NW¼), Sec. 5 and Lot 8, Sec. 6, Township 21 South, Range 8 East.

- B. Claimant has maintained the Desert Sienna (UMC 380317) and Desert Sienna #3 (UMC 398550) mining claims with the BLM with the intention to produce minerals, specifically sandstone, from the natural deposit found thereon.
- C. Claimant believes that the minerals it intends to produce are of an "uncommon variety" and are locatable under the current mining laws. Claimant has submitted to BLM a plan of operations that will allow Claimant to mine the minerals as provided in the plan.
- D. BLM believes that the minerals Claimant intends to produce are "common variety" and are not subject to location under the current mining laws. BLM believes that Claimant would be in trespass by removing non-locatable minerals from the Subject Lands. BLM plans to undertake a mineral examination that will determine whether or not the minerals are common variety, which will be documented in a mineral report. If the mineral report concludes that the minerals are common variety, BLM will contest the claims on that basis, unless Claimant duly acknowledges that the minerals are common variety.
- E. Claimant and BLM have agreed to enter into this Agreement to protect their respective interests while allowing Claimant to conduct operations on the claims pending the outcome of the mineral

examination and any administrative proceedings that would determine whether the subject minerals are locatable or non-locatable.

NOW, THEREFORE, Claimant and BLM (collectively "Parties"), by and through their respective authorized representatives, hereby agree as follows:

1. Claimant shall, within 30 days of signing this Agreement, establish an escrow account with a responsible, neutral escrow holder, and provide the BLM Price Field Office, in writing, the name, address, and phone number of the escrow holder; the escrow account number; and a copy of the escrow agreement between Claimant and the escrow holder. The escrow account shall be consistent with this Agreement.
2. Once the escrow account has been established, Claimant shall prepare and deliver to the BLM Price Field Office, on a monthly basis, a report as to the quantity of sandstone excavated and removed from the Subject Lands during the preceding month. The report shall be in a format prescribed by BLM (copy attached), and shall be submitted no later than the 15th day following the end of the month for which Claimant is reporting. Claimant shall maintain and preserve records, maps, and surveys related to production, verification, and valuation as directed by BLM. Photocopies of scale receipts need to be attached to each month's summaries submitted to the BLM Price Field Office.
3. Claimant shall pay into the escrow account a sum of money equal to \$12.00 per ton (subject to paragraph 4 below) multiplied by the number of tons of sandstone the Claimant removed from the Subject Lands pre calendar month. Claimant shall make the payment by the 15th day following the end of the month for which Claimant reports production as required in paragraph 2 above. Claimant may make an advance payment for one year, based on Claimant's projection of the current year's production, so long as Claimant resumes paying on a monthly basis if Claimant's advance payment does not cover Claimant's actual production for the current year. Claimant shall resume monthly payments no later than the 15th day following the end of the month in which production exceeds the projected production on which payments were based. If Claimant makes an advance payment, a monthly production report shall still be submitted to the Price Field Office, as required in paragraph 2 above.
4. The appraised value of \$12.00 per ton may be reappraised by BLM two years from the effective date of this Agreement, and reappraised thereafter at two year intervals. So long as this Agreement is in effect, Claimant agrees not to dispute or to challenge in anyway such reappraisal.
5. The escrow holder shall be instructed to deposit the escrowed moneys in an appropriate interest-bearing accounts insured by the Federal Deposit Insurance Corporation. The account shall earn interest at prevailing market rates. Interest shall accrue pending completion of the common variety determination and any administrative adjudication as provided below. BLM must be identified as a beneficiary on the escrow account. In no event shall the escrow holder release any monies without the express written consent of BLM.
6. When BLM has made the common variety determination, and any administrative adjudication as provided in paragraph 7 below becomes final, BLM shall notify Claimant in writing and provide its consent for the escrowed monies to be released. Within five business days after receiving such notification, Claimant shall direct the escrow holder to disburse immediately the escrowed monies, together with accrued interest thereon, to BLM if the minerals are common variety or to Claimant if the minerals are uncommon variety.
7. If Claimant does not agree with BLM's common variety determination, Claimant retains any rights it may have to dispute BLM's determination under the rules of the Department of the Interior (Department) governing administrative adjudications. See, e.g., 43 C.F.R. Part 4. If

Claimant pursues an administrative adjudication, such adjudication shall become final when Claimant has exhausted all means under the Department's rules to seek further administrative review. Any action that Claimant may bring in a court of law shall have no effect on the Parties' rights and responsibilities under this Agreement.

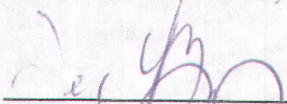
8. Nothing in this Agreement shall be construed as a limitation on BLM's authority or responsibility to consider, to approve or to disapprove, or to enforce Claimant's plan of operations, or to take any other action consistent with the mining laws or other applicable law.
9. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding, representation, or agreement of the Parties regarding the subject matter hereof, and may not be amended except by an instrument in writing signed by the Parties. There are no warranties or representations by either party other than those expressly contained herein. Any ambiguities shall not be construed in favor or against either party.
10. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective officers, directors, employees, representatives, successors, and assigns.
11. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.
12. The Parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.
13. This Agreement shall be effective upon the last day affixed by the signatories as shown below.
14. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be delivered or sent by first class mail to:

For Bown Stone Products, Inc.: Jerome Bown, Bown Stone Products, Inc., 93 West 300 South, Manti, Utah 84642

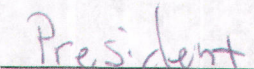
For BLM: Price Field Office, 125 South 600 West, Price, Utah 84501

IN WITNESS WHEREOF, BLM and Claimant have executed this Agreement through their duly authorized representatives on the respective dates written hereunder.

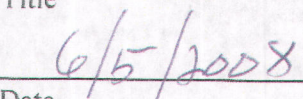
Bown Stone Products, Inc.



Authorized Signature



Title



Date

State of Utah
County of ~~Emery~~ CARBON

This instrument was acknowledged before me on 06/05/08 by

JEROME L. BOWN As PRESIDENT

of Bown Stone Products, Inc.



Kristi L. Green
Notary Public

My appointment expires: 04/14/09

United States Department of the Interior
Bureau of Land Management

[Signature]
Authorized Signature

Associate State Director

Title

MAY 13 2008

Date

State of Utah)
County of Salt Lake)

This instrument was acknowledged before me on May 13, 2008 by

Jeff Rawson As

Associate State Director

of the Department of the Interior, Bureau of Land Management.

William D. Buge
Notary Public

My appointment expires: June 7, 2009

cc: Case File UTU-79570 (UT-070)
Lands and Minerals (UT-923)





United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office

P.O. Box 45155

Salt Lake City, UT 84145-0155

<http://www.blm.gov/ut/st/en.html>



SEP 10 2012

IN REPLY REFER TO:

3809/3891

(UT-9223)

UTU-79570

CERTIFIED MAIL—7010 3090 0000 8061 0830

Return Receipt Requested

Mr. Jerome L. Bown, President
Bown Stone Products, Inc.
93 West 300 South
Manti, Utah 84642

RE: Notification of a Mineral Examination of Unpatented Mining Claims Involving a
Possible Common Variety Mineral

Dear Mr. Bown:

On August 21, 2005, a Plan of Operations was filed with the Price Field Office of the Bureau of Land Management (BLM). This Plan of Operations was filed pursuant to the federal regulations at 43 CFR § 3809 and is serialized as BLM case file UTU-79570. The operations involve the extracting and marketing of stone from two unpatented, placer mining claims. These two claims-- Desert Sienna, and Desert Sienna # 3, were located on October 4, 2005, and February 15, 2006. They are recorded by the BLM as UMC-380317 and UMC-398550, respectively. These mining claims encompass portions of sec. 5 and 6, T. 21 S., R. 8 E., Salt Lake Meridian, Emery County, Utah.

Regulatory Requirements for a Locatable Mineral and a Mineral Examination

The regulations at 43 CFR § 3809.2(e), apply to locatable minerals. For non-metallic minerals, such as stone, the mineral material must have a unique property which gives the deposit distinct and special value in order to be considered a locatable mineral. The guidelines for determining whether certain varieties of mineral materials are locatable, i.e. uncommon variety minerals, are stated at 43 CFR § 3830.12(b). Mineral materials that do not meet those guidelines are subject to the regulations at 43 CFR 3600 and considered salable minerals, i.e. common variety minerals, are not subject to location under the mining laws, and are sold by the BLM under a Mineral Materials Disposal contract. In accordance with 43 CFR § 3809.101(a), a mineral examination report is required to make a determination as to whether the stone deposit that would be mined under your Plan of Operations is a common or uncommon variety mineral.

As allowed by the regulations at 43 CFR § 3809.101(b), your Plan of Operations was approved on April 29, 2009, as an interim authorization, subject to the establishment of an escrow agreement. An escrow agreement between Bown Stone Products and the BLM was signed on May 13, 2008. Under that agreement you are allowed to remove stone from the project area, subject to payments to the escrow account, until the mineral examination report is completed.

Notification to Initiate a Mineral Examination

A mineral examination of the two mining claims will be initiated on Tuesday, September 25, 2012, which you indicated is mutually agreeable for meeting at the mining claims. Michael Jackson, Geologist and Certified Review Mineral Examiner, will have the lead on the mineral examination. If you need to change the date please contact Mr. Jackson.

At the initiation of the mineral examination, you are requested to:

- identify the claim corners, discovery points, and other relevant features of the mining claims,
- provide a map of the mining claims,
- identify sample locations, and
- discuss quarry operations and marketing of the stone product.

Any information that you may provide to the mineral examiner to demonstrate the mineral is an uncommon variety is requested as part of the mineral examination. This information may include:

- geologic reports, reports of sampling and testing, and analysis of this mineral deposit,
- the characteristics of the stone, including those that may impart a unique property,
- the mining, processing, and hauling methods and costs for each operation,
- the exploration and development history, including production records,
- information that may show the deposit has distinct and special value, and
- market use and value (sale price) for the deposit, including specifying the points of sale, such as f.o.b. quarry, wholesale, or retail.

As the mineral examination proceeds, additional information may be requested from you.

Determination of a Common or Uncommon Variety Mineral

Based on the mineral examination and as required in the federal regulations at 43 CFR § 3809.101(c):

1. If the mineral examination report concludes the subject mineral is a common variety of mineral, then you may relinquish your mining claims or BLM will initiate contest proceedings. The interim authorization that has been granted for removal (mining and production) of stone will be terminated, and removal (mining) of stone must cease. Upon relinquishment of the mining claims or final Departmental determination that the mining claims are null and void, you must promptly close and reclaim your operations unless you are authorized to proceed under a mineral material sale, subject to the Materials Act and the federal regulations at 43 CFR § 3610. Monies that were deposited in the escrow account will be disbursed to the U.S.
2. If the mineral report concludes the subject mineral is an uncommon variety or if the final Departmental determination is the mineral is an uncommon variety, then the monies that have been deposited in the escrow account will be returned to you. You may continue removal (mining) under the authorization granted in 2008, and the BLM will not initiate contest proceedings.

Notification of a Possible Dummy Locator

A review of the claim records has revealed that the Desert Sienna and Desert Sienna #3 placer mining claims are located by an association of four claimants. The four claimants are: Bown Stone Products, Inc., Jerome Bown, Danny Bown, and Matthew Bown. The three individual claimants—Jerome Bown, Danny Bown, and Matthew Bown, appear to be officers of Bown Stone Products. In an association placer claim, each person or business entity may locate 20 acres pursuant to 43 CFR 3832.22(b)(2). Although a

business and individuals may be co-locators in an association placer claim, the individual claimants may not also have controlling interest in the company that is a co-claimant. Such duplication in claimants is considered a dummy locator issue. Each claimant in a placer association must have located the claim in good faith, independently and for their own self-interest as stated in *U.S. v. Carlwood Development, Inc.*, 177 IBLA 119, 126 (2009). Evaluation of a dummy locator issue will be part of the mineral examination. Any claim with a dummy locator will be declared null and void *ab initio* in its entirety.

Also, enclosed is a copy of a notice to claimants, which included information about the dummy locator issue. This notice was mailed to all claimants of record earlier this year, and you stated that you had not received a copy.

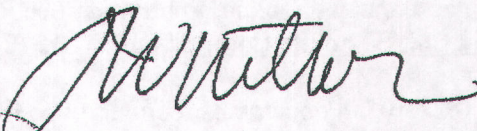

Contact Information for the Mineral Examiner

Michael Jackson is employed by the Branch of Solid Minerals, BLM Utah State Office, and his contact information is:

Michael Jackson
Bureau of Land Management
150 East 900 North
Richfield, Utah 84701
Phone: (435) 896-1522
Telecopy (Fax): (435) 896-1550
Email: mjackson@blm.gov

Please direct any correspondence and questions with respect to this mineral examination to Michael.

Sincerely, •



Juan Palma
State Director

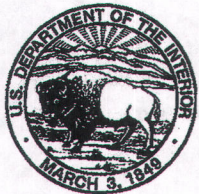
Enclosure:

1. Notice to Claimants (1 p.)

cc: Jerome L. Bown, P. O. Box 224, Manti, Utah 84642-0224
CERTIFIED MAIL-7010 3090 0000 8061 0847 (w/encl.)

Danny L. Bown, 595 E. 600 S., Manti, Utah 84642-1746
CERTIFIED MAIL- 7010 3090 0000 8061 0854 (w/encl.)

Matthew C. Bown, 954 E. 960 S., Ephraim, Utah 84627-1650
CERTIFIED MAIL- 7010 3090 0000 8061 0861 (w/encl.)



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Utah State Office

P.O. Box 45155

Salt Lake City, UT 84145-0155

<http://www.blm.gov/ut/st/en.html>

IN REPLY REFER TO:

3833

(UT-9223-OA)

FEB 18 2011

NOTICE TO CLAIMANT

Locator Requirements for Association Placer Mining Claims

Each mining claimant of a placer mining claim must be qualified to locate an association placer mining claim and the mining claim must conform to the requirements of Federal law, 30 U.S.C. 35, 36, and regulations at 43 CFR 3832.22. An association placer claim may not exceed 160 acres. Within the association, each person or business entity may locate up to 20 acres. To obtain the full 160 acres, the association must consist of at least eight co-locators so long as each of the locators has a bona fide interest in the claim.

The law is well established that a person cannot use the names of his friends, relatives, or employees as dummy locators in order to locate a greater area of placer ground than is allowable by law for his own benefit. The use of dummy locators in an attempt to appropriate more than 20 acres per bona fide individual claimant is a fraud upon the United States which can cause the entire claim to be void. See Rock Solid Inc. and Mining, 170 IBLA 317 (2006) and American Colloid Co., Bentonite Corp., 154 IBLA 15 (2000).

In accordance with 43 CFR 1822.10, all documents required to be filed with the BLM must contain the legal name and current address for each applicant (claimant). In addition, regulation 43 CFR 3833.11(b)(2) requires that a notice/certificate of location contain the names and current mailing addresses of each locator of the claim/site. Therefore, each locator of an association placer mining claim must provide their mailing address. If only one address is provided, each locator will be required to submit additional documentation. If the required information is not submitted to the BLM, you will have to reduce the size of your claim to 20 acres.

In accordance with 43 CFR 3833.33, you may transfer, sell, or otherwise convey an association placer mining claim at any time to an equal or greater number of mining claimants. If you want to transfer an association placer claim to an individual or an association that is smaller in number than the association that located the claim, you must have discovered a valuable mineral deposit before the transfer, or upon notice from BLM, you must reduce the acreage of the claim so that you meet the 20-acre per locator limit. See Owyhee Calcium Products, Inc., 72 IBLA 239 (1983).

If you have any questions please contact Rita Stelmach at (801) 539-4121 or Opie Abeyta at (801) 539-4123.

Roger L. Bankert
Chief, Branch of Minerals



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Utah State Office
440 W. 200. S, Ste. 500
Salt Lake City, UT 84101-1345
<http://www.blm.gov/ut/st/en.html>



IN REPLY REFER TO:

3833

(UT9223-KF)

Lead File UMC No(s): 380317 + 398550

NOV 27 2013

CERTIFIED MAIL--Return Receipt Requested

DECISION

See Enclosed Report(s)

:
:
:

See Enclosed Report(s)

Mining Claim(s)/Site(s) Declared Forfeited

Pursuant to regulations 43 CFR 3830, 3834 and 3835, claimants of mining claims must pay an annual maintenance fee of \$140 for each claim or submit a waiver certification form on or before September 1st of each year in order to maintain a mining claim or site for the upcoming assessment year. For placer claims, the annual maintenance fee was increased and is \$140 for each 20 acres or portion thereof. The total 2014 maintenance fees must be paid on or before the due date.

The 2014 annual maintenance fee was due on or before September 1, 2013. This year, September 1st fell on a Sunday in which the BLM was closed. Therefore, the filing deadline was extended to the next official business day which was September 3, 2013.

Pursuant to 43 CFR 3830.91, you will forfeit your mining claims if you fail to pay the annual maintenance fee or submit a waiver request on or before the due date.

Since the 2014 maintenance fee or the waiver certification was not filed, the claim(s)/site(s) listed above or on the enclosed report is/are forfeited.

Within 30 days of receipt of this decision, you have the right to appeal to the Board of Land Appeals, Office of the Secretary, in accordance with regulations contained in 43 CFR Part 4. If an appeal is taken and a stay is requested, the procedures outlined on the enclosed Form 1842-1 and Information on Taking Appeals must be strictly followed.

You are required to reclaim all areas disturbed by your activities on lands encompassed by your mining claim(s) and/or site(s). After you complete the reclamation, you must notify the authorized officer of the appropriate surface managing agency so that the authorized officer may conduct a final site inspection and determine whether you may be released from liability. If you fail to reclaim the land to the satisfaction of the authorized officer, the surface management agency may cite you for noncompliance under its surface management regulations.

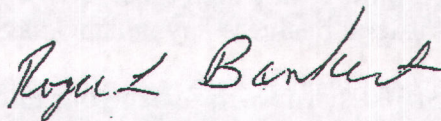
For land administered by the BLM, if you fail to reclaim the land to the satisfaction of the authorized officer as required in 43 CFR Subpart 3809, BLM will issue an order of noncompliance under 43 CFR 3809.601(a). If you fail to comply with the noncompliance order, BLM may take further action under 43 CFR 3809.604. Failure to conduct reclamation is a prohibited act that may subject you to criminal penalties. See 43 CFR 3809.605(h) and 43 CFR 3809.700.

If your occupancy has been terminated and you fail to remove structures, material, equipment, and any personal property in accordance with the regulations in 43 CFR 3715.5-1, BLM may dispose of the property. In accordance with 43 CFR 3715.5-2, you will remain liable for the costs BLM incurs in removing and disposing of the property.

Copies of the surface mining regulations (final 3809 rules) can be obtained from the BLM or Bureau's National Internet Web Site at www.blm.gov or Utah BLM Web Site at http://www.blm.gov/ut/st/en/prog/more/mining_law_locatable/new_rules_and_regulations.html.

Void or abandoned claims may be relocated subject to valid intervening rights of third parties or the United States. It is the claimant's responsibility to assure that the land is open to mineral entry at the time of location. New location notices, charges, and fees must be received by the proper BLM office within 90 days from the date of location. When recording new location notices with the BLM, a map, \$20 processing fee, \$34 location fee, and \$140 maintenance fee (total of \$194) is required at the time of filing for each mining claim or site. **The placer mining claim NOL fee has increased and is an additional \$140 for each additional 20 acres or portion thereof.** The notices must also be filed with the appropriate county recorder.

If you have any questions, please call Keyra Fernandez of this office at (801) 539-4293.



Roger L. Bankert
Chief, Branch of Minerals

Enclosures

- 1-Report(s)
- 2-Form 1842-1
- 3-Information on Taking Appeals

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOMFWA 44

Missing Yearly Attachments for

2014

Lead File Number - UMC380317

BOWN DANNY L	595 E 600 S	MANTI, UT 84642-1746
BOWN JEROME L	PO BOX 224	MANTI, UT 84642-0224
BOWN MATTHEW C	954 E 960 S	EPHRAIM, UT 84627-1650
BOWN STONE PRODUCTS	PO BOX 27 93 W 300 S	MANTI, UT 84642-0027

<u>Serial Number</u>	<u>Claim Name & Case Type</u>	<u>Missing Year</u>	<u>Count</u>
UMC380317	DESERT SIENNA	PLACER CLAIM 2014	1 1

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOMFWA 81

Missing Yearly Attachments for

2014

Lead File Number - UMC398550

BOWN DANNY L

595 E 600 S

MANTI, UT 84642-1746

BOWN JEROME L

PO BOX 224

MANTI, UT 84642-0224

BOWN MATTHEW C

954 E 960 S

EPHRAIM, UT 84627-1650

BOWN STONE PRODUCTS

PO BOX 27 93 W 300 S

MANTI, UT 84642-0027

Serial Number

Claim Name & Case Type

Missing Year

Count

UMC398550

DESERT SIENNA # 3

PLACER CLAIM

2014

1

1